

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Dan T. Matthys **CONTACT:** Annie Knight **EXT.** 7364

Agenda Date 04/26/2005 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program and the Emergency Repair Housing Program.

BACKGROUND:

The attached clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the now-satisfied liens.

<u>Name</u>	<u>Parcel I.D. Number</u>
1. Roger Becerra	18-21-29-522-0G00-0030
2. Jerry Mixon & Debra Mixon	01-20-30-504-2400-0160
3. Richard T. Taylor, Sr. & Grace Y. Taylor	31-19-31-503-0000-0050
4. Charles R. Ward	31-20-30-503-0000-1190
5. Marion A. Russell & Elizabeth L. Russell	13-20-30-505-0000-1050

Reviewed by _____
 Co Atty: _____
 DFS: _____
 Other: _____
 DCM: _____
 CM: _____

File No. – cpdc02

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 30, 1998, and recorded in Official Records Book 3405, Pages 0035 through and including 0039, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated March 20, 1998, and recorded in the Official Records Book 3409, Pages 0040 through and including 0042, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated January 5, 1998 recorded in Official Records Book 3405, Pages 0043 through and including 0045, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1035 Carbone Way, Apopka, Florida 32703, the legal description and parcel identification for which are as follows:

LOT 3, BLOCK G, LYNWOOD REVISION, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 32 AND 33 OF
THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 18-21-29-522-0G00-0030

(the "Property,") were made by **Roger Becerra**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least six (6) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
2/11/05
Satisfaction-Roger Becerra

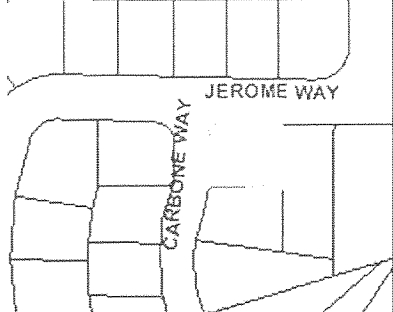

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505																																												
<p align="center">GENERAL</p> <p>Parcel Id: 18-21-29-522-0G00-0030 Tax District: 01-COUNTY-TX DIST 1</p> <p>Owner: BECERRA ROGER Exemptions: 00-HOMESTEAD</p> <p>Address: 1035 CARBONE WAY</p> <p>City, State, Zip Code: APOPKA FL 32703</p> <p>Property Address: 1035 CARBONE WAY APOPKA 32703</p> <p>Subdivision Name: LYNWOOD REVISION</p> <p>Dor: 01-SINGLE FAMILY</p>		<p align="center">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$65,366</p> <p>Depreciated EXFT Value: \$3,666</p> <p>Land Value (Market): \$21,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$90,032</p> <p>Assessed Value (SOH): \$67,251</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$42,251</p> <p align="right">Tax Estimator</p>																																										
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>03/1998</td> <td>03405</td> <td>0026</td> <td>\$89,000</td> <td>Improved</td> </tr> <tr> <td>PROBATE RECORDS</td> <td>03/1998</td> <td>03405</td> <td>0025</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>PROBATE RECORDS</td> <td>03/1998</td> <td>03396</td> <td>1376</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>02/1991</td> <td>02267</td> <td>0738</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1976</td> <td>01099</td> <td>1415</td> <td>\$26,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1973</td> <td>00982</td> <td>0524</td> <td>\$24,200</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	03/1998	03405	0026	\$89,000	Improved	PROBATE RECORDS	03/1998	03405	0025	\$100	Improved	PROBATE RECORDS	03/1998	03396	1376	\$100	Improved	QUIT CLAIM DEED	02/1991	02267	0738	\$100	Improved	WARRANTY DEED	01/1976	01099	1415	\$26,000	Improved	WARRANTY DEED	01/1973	00982	0524	\$24,200	Improved	<p align="center">2004 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$1,109</p> <p>2004 Tax Bill Amount: \$693</p> <p>Save Our Homes (SOH) Savings: \$416</p> <p>2004 Taxable Value: \$40,997</p> <p align="center">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																																							
WARRANTY DEED	03/1998	03405	0026	\$89,000	Improved																																							
PROBATE RECORDS	03/1998	03405	0025	\$100	Improved																																							
PROBATE RECORDS	03/1998	03396	1376	\$100	Improved																																							
QUIT CLAIM DEED	02/1991	02267	0738	\$100	Improved																																							
WARRANTY DEED	01/1976	01099	1415	\$26,000	Improved																																							
WARRANTY DEED	01/1973	00982	0524	\$24,200	Improved																																							
<p align="center">LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>21,000.00</td> <td>\$21,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	21,000.00	\$21,000	<p align="center">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 3 BLK G LYNWOOD REVISION PB 16 PG 33</p>																														
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																																							
LOT	0	0	1.000	21,000.00	\$21,000																																							
<p align="center">BUILDING INFORMATION</p> <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Blt</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Heated SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1973</td> <td>6</td> <td>1,073</td> <td>1,398</td> <td>1,073</td> <td>CONC BLOCK</td> <td>\$65,366</td> <td>\$76,007</td> </tr> </tbody> </table> <p align="center">Appendage / Sqft GARAGE FINISHED / 325</p>		Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1973	6	1,073	1,398	1,073	CONC BLOCK	\$65,366	\$76,007																							
Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																																			
1	SINGLE FAMILY	1973	6	1,073	1,398	1,073	CONC BLOCK	\$65,366	\$76,007																																			
<p align="center">EXTRA FEATURE</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Year Blt</th> <th>Units</th> <th>EXFT Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>POOL GUNITE</td> <td>1973</td> <td>312</td> <td>\$2,496</td> <td>\$6,240</td> </tr> <tr> <td>ALUM SCREEN PORCH W/CONC FL</td> <td>1979</td> <td>200</td> <td>\$680</td> <td>\$1,700</td> </tr> <tr> <td>COOL DECK PATIO</td> <td>1973</td> <td>350</td> <td>\$490</td> <td>\$1,225</td> </tr> </tbody> </table>		Description	Year Blt	Units	EXFT Value	Est. Cost New	POOL GUNITE	1973	312	\$2,496	\$6,240	ALUM SCREEN PORCH W/CONC FL	1979	200	\$680	\$1,700	COOL DECK PATIO	1973	350	\$490	\$1,225																							
Description	Year Blt	Units	EXFT Value	Est. Cost New																																								
POOL GUNITE	1973	312	\$2,496	\$6,240																																								
ALUM SCREEN PORCH W/CONC FL	1979	200	\$680	\$1,700																																								
COOL DECK PATIO	1973	350	\$490	\$1,225																																								
<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																												

IMAGE01 : FL-04-50537-2 12/27/2004 02:29:53pm

Page 1 of 8

3/6
4.6
RETURN TO:
BAGLEY TITLE AGENCY
240 Crown Oak Centre Blvd
Longwood, Florida 32769

1W-10583-CS

Seaside County Homeownership Assistance Program
Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
10th day of March, 1992, by and between Roger J. Moore,
single person, hereinafter referred to as the "Mortgagor" and Seaside County, a political
subdivision of the State of Florida, whose address is 1101 East First Street, Sanford,
Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
include all parties to this instrument, the heirs, legal representatives
and assigns of individuals and the successors and assigns of
corporations; and the term "note" include in all the notes herein
described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in
consideration of the aggregate sum named in the Second Mortgage Note of even date
herewith (\$2,000.00), hereinafter described, the Mortgagor hereby grants, bargains,
sells, assigns, conveys and confirms unto the Mortgagee all the certain land of
which the Mortgagor is now seized and in possession situated in Seaside County,
Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
seized of said land in fee simple; that the Mortgagor has good right and lawful authority
to convey said land as aforesaid; that the Mortgagor will make such further covenances
to perfect the fee simple title to said land in the Mortgagee as may reasonably be
required; that the Mortgagor hereby full warrants the title to said land and will defend
the same against the lawful claims of all persons whatsoever; and that said land is free
and clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEASIDE COUNTY
AND IS SUBJECT TO THE PAYMENT OF DISTANCE
PERSONAL PROPERTY TAX AND DOCUMENTARY
STAMP DUTY TAX ON DOCUMENTS PURSUANT
TO SECTIONS 218.30(1) AND 197.10(1)(a),
FLORIDA STATUTES

This instrument was prepared by:
ALAN H. HARRISON, JR., ATTORNEY AT LAW
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771
CAREY HARRISON, JR., CLERK

407-830-7379
RECORDING
BOOK
PAGE
1405 0095
SERIAL
107939

RECORDED & VERIFIED
107939

RECORDED & VERIFIED
MAR 13 1995

Date: 12/27/2004 Time: 4:12 PM To: @ 19643154858
Page: 02 of 18

IMAGE01 : FL-04-50937-2 12/27/2004 02:29:53pm

Page 2 of 8

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The inclusion of a mortgage or lien constitutes legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagee shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SUB EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagee shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagee hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and disburse the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title insurance, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagee to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagee fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage current or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagee, and said land is not sold, leased, rented or subleased.

IMAGE01 : FL-04-50537-2 12/27/2004 02:29:53pm

Page 3 of 8

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of ~~Twenty Five Hundred Dollars and 00/100 (\$2,500.00)~~ to Mortgagee in full, but any available forgiveness as provided in the respective provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgage has hereunto signed and sealed this present day and year first above written.

Ellie Nunez

Print Name:

Ellie Nunez

C.O. [Signature]

Print Name:

C.S. [Signature]

Print Name:

Print Name:

Roger Becerra

Print Name: Roger J. Becerra

1423 Lake Lake Road
Apoka, FL 32703

Print Name:

Print Name:

Print Name:

7605 0031
RECORDS
FILE
TAMPA, FL

Page 4 of 8

IMAGE01 : FL-04-30537-2 12/27/2004 02:29:53pm

1. I HEREBY CERTIFY that on this 21st day of March, 1998, before me, an officer duly authorized in the State of Illinois and in the County of Madison, to take acknowledgments, personally appeared _____ and _____ who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced _____ as identification and who did/ did not take an oath.

WITNESSE my hand and official seal in the County and State last aforesaid.



Name: _____
 Home Phone: _____
 School Number: _____
 Communication System: _____

3405 0538
SUNNYDALE

JAN-13-2005 THU 01:36 PM CHOICE TITLE
Date: 12/27/2004 Time: 4:12 PM To: @ 19543154858
Page: 027 18

FAX NO. 9543154858

P. 11

IMAGE01 : FL-04-50537-2 12/27/2004 02:29:53pm

Page 5 of 8

Schedule B

**Lot 1, State of, Jackson Township, according to the plat thereof
as recorded in Plat Book 16, pages 25 and 26, Public Records of
Alachua County, Florida.**

**STEARNS RECORDS
1405 0039
STEARNS CO. FL**

File No: 24-10000-05

Date: 12/27/2004 Time: 4:12 PM To: 9 19543154858
Page: 028 18

IMAGE01 : FL-04-50537-2 12/27/2004 02:29:53pm

Page 6 of 8

Sanibel County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: THREE THOUSAND

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promise to pay Sanibel County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanibel, Florida 33771, or at such a place as may hereafter be designated by written notice from the holder to the other lender. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided an condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the repayment provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HERINTO

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

7405 0040
OFFICIAL RECORDS
BOOK 415
PAGE 047

Date: 12/27/2004 Time: 4:12 PM TO: @ 19543154858
Page: 02F 18

IMAGE01 : FL-04-50537-2 12/27/2004 02:29:53pm

Page 7 of 8

THIS MORTGAGE IS GIVEN TO HERNANDO COUNTY AND IS EXEMPT FROM PAYMENT OF HERNANDO PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 430.513(1) AND 199.16(1)(A), FLORIDA STATUTES

This instrument was prepared by:
JAMES H. HARRIS, JR., ESQ.
F.L.P. HARRIS & ASSOCIATES
ATTORNEYS AT LAW
3000 N. W. 11th Ave., Suite 100
Fort Lauderdale, FL 33304

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of this Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage covering the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available suspensions as provided in the assignment provisions of the Federal regulation in effect at the time of default.

MORCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, in even date herewith, made by the maker in favor of the said lender, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

1405 0041
JANUARY 11 2005
HARRIS & ASSOCIATES
FORT LAUDERDALE, FL 33304

Date: 12/27/2004 Time: 4:12 PM To: G 13543154858
Page: 030 18

Page 8 of 8

IMAGE01 : FL-04-50537-2 12/27/2004 02:29:53pm

Each person liable hereon whether maker or endorser, hereby waives punishment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name:
Ellie Nunez

Print Name:

Print Name:

Print Name:

Print Name: Roger J. Bovea

Print Name:

Print Name:

Print Name:

OFFICIAL RECORD
BOOK
PAGE
2405 0042
SCOTT COUNTY, FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of March, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Roger J. Bovea
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced _____ as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name:
Notary Public
Serial Number
Commission Expires:

Date: 12/27/2004 Time: 4:12 PM To: @ 18543154858
Page: 026 18

Page 1 of 3

IMAGE01 : FL-04-50537-2 12/27/2004 02:29:53pm

13
2-8
16-10
RETURN TO:
DIAMOND TITLE AGENCY
200 Crown Oak Center Drive
Longwood, Florida 32750
W-10
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

SEMI-ANNUAL
HOME PROGRAM

Roger Roberts

Property Address: 1036 Chelsea Way, Apopka, FL 32713

This Agreement is entered into this 8th day of January, 1998 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1701 West Palm Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Roger Roberts, a single person (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq.) as amended by the Housing and Community Development Act of 1992 and the Community Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization, hereby known as Florida Housing Council, Chapter of Jacksonville, and meet the requirements set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sale, transfer or disposal of the assisted unit (if, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,900.00 at 0% until the first of the following events occurs: (1) borrower sale, transfer or disposal of the assisted unit (if, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be their primary principal residence and that, at the time of application and approval, neither their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical limits of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (95%) of the median sales price of the area. The COUNTY Housing, Planning, and Community Development Department has reviewed the HOME loan income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

Partnership Agreement

60

107930

RECORDED & INDEXED

OFFICIAL RECORDS

3405 0043

Date: 12/27/2004 Time: 4:12 PM To: 9 19543154858
Page: 021 -18

Page 2 of 3

IMAGE01 : FL-04-90537-2 12/27/2004 02:29:53pm

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 6 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 68 Chapter II. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (see unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (unit is located in downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Applicable notices have been issued. Certification has been provided/waived certifying that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
 - ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of interest - no conflict found
- f) Displacement and compensation - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should reimbursement be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the work shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 68 and Florida Statutes for a period of three (3) years from the end of the affordability term.

F:\homebuy\homebuy

61

JAN-13-2005

RECEIVED
JAN 13 2005
3:05 PM
COMMUNITY DEVELOPMENT
FL-04-90537-2

Date: 12/27/2004 Time: 4:12 PM To: @ 19543154858
Page: 027 18

Page 3 of 3

IMAGE01 : FL-04-50537-2 12/27/2004 02:29:53pm

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the property and (2), including but not limited to, sale, transfer, bankruptcy or foreclosure; (3) the borrower no longer occupies the unit as his principal residence; or (4) the borrower dies, or if no married couple, the survivor dies, or for a period of 1 year (10), 2 years (20) or 3 years (30) years, as applicable.

5. OTHER PROVISIONS

Neither party herein shall discriminate against any person or group of persons on account of race, sex, color, creed or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties herein, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

HERNANDO COUNTY, FLORIDA

WITNESSES

Walter W. Winters
Date: 3/6/98

Walter W. Winters
Date: 3/6/98

WITNESSES

C. J. Allen
C. J. Allen
Date: 1-5-98

Debra B. Berra
Date: 1-5-98

Document Prepared By a Notary For: (OFFICE USE ONLY)

Notary Public for the State of Florida
My Commission Expires: 12/31/99
Notary Public for the State of Florida
My Commission Expires: 12/31/99

NOTARY AS TO HOMEBUYER:
STATE OF Florida
COUNTY OF Hernando (ie)

The foregoing instrument was acknowledged before me this 5 day of June 1998, by Debra B. Berra who is personally known to me or who has produced proper identification as identification.

Print Name

Notary Public in and for the County and State Above-mentioned

My commission expires



Notary Public for the State of Florida
My Commission Expires: 12/31/99

4405 0045
SUNSHINE CO. FLOFFICIAL RECORD
BOOK 112

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 9, 1997, and recorded in Official Records Book 3317, Pages 1625 through and including 1628, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 9, 1997, and recorded in the Official Records Book 3317, Pages 1629 through and including 1632, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 17, 1997, recorded in Official Records Book 3317, Pages 1633 through and including 1635, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 906 Santa Barbara Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 16, BLOCK 24, DREAMWOLD, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91 OF
THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 01-20-30-504-2400-0160

(the "Property,") were made by **Jerry Mixon** and **Debra Mixon**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least seven (7) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and County policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AS/lpk
2/15/05
Satisfaction-Mixon

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505																																																																	
GENERAL Parcel Id: 01-20-30-504-2400-0160 Tax District: S1-SANFORD Owner: MIXON JERRY W Exemptions: 00-HOMESTEAD Address: 906 SANTA BARBARA DR City,State,ZipCode: SANFORD FL 32773 Property Address: 906 SANTA BARBARA AVE SANFORD 32773 Subdivision Name: DREAMWOLD AND Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$44,119 Depreciated EXFT Value: \$702 Land Value (Market): \$11,970 Land Value Ag: \$0 Just/Market Value: \$56,791 Assessed Value (SOH): \$47,603 Exempt Value: \$25,000 Taxable Value: \$22,603 Tax Estimator																																																															
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>QUIT CLAIM DEED</td> <td>11/2002</td> <td>04801</td> <td>1597</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1997</td> <td>03317</td> <td>1615</td> <td>\$60,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>08/1992</td> <td>02468</td> <td>0286</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>09/1987</td> <td>01888</td> <td>1931</td> <td>\$100</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	QUIT CLAIM DEED	11/2002	04801	1597	\$100	Improved	WARRANTY DEED	10/1997	03317	1615	\$60,000	Improved	WARRANTY DEED	08/1992	02468	0286	\$100	Improved	QUIT CLAIM DEED	09/1987	01888	1931	\$100	Improved	2004 VALUE SUMMARY Tax Value(without SOH): \$670 2004 Tax Bill Amount: \$445 Save Our Homes (SOH) Savings: \$225 2004 Taxable Value: \$21,715 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																																	
Deed	Date	Book	Page	Amount	Vac/Imp																																																												
QUIT CLAIM DEED	11/2002	04801	1597	\$100	Improved																																																												
WARRANTY DEED	10/1997	03317	1615	\$60,000	Improved																																																												
WARRANTY DEED	08/1992	02468	0286	\$100	Improved																																																												
QUIT CLAIM DEED	09/1987	01888	1931	\$100	Improved																																																												
LAND <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>FRONT FOOT & DEPTH</td> <td>70</td> <td>130</td> <td>.000</td> <td>180.00</td> <td>\$11,970</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	FRONT FOOT & DEPTH	70	130	.000	180.00	\$11,970	LEGAL DESCRIPTION PLAT LEG LOT 16 BLK 24 DREAMWOLD PB 3 PG 90																																																			
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																																																												
FRONT FOOT & DEPTH	70	130	.000	180.00	\$11,970																																																												
BUILDING INFORMATION <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Blt</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Heated SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1950</td> <td>3</td> <td>650</td> <td>1,396</td> <td>1,310</td> <td>CONC BLOCK</td> <td>\$44,119</td> <td>\$69,206</td> </tr> <tr> <td colspan="3"></td> <td colspan="7">Appendage / Sqft OPEN PORCH FINISHED / 16</td> </tr> <tr> <td colspan="3"></td> <td colspan="7">Appendage / Sqft BASE / 465</td> </tr> <tr> <td colspan="3"></td> <td colspan="7">Appendage / Sqft BASE / 195</td> </tr> <tr> <td colspan="3"></td> <td colspan="7">Appendage / Sqft DETACHED UTILITY UNFINISHED / 70</td> </tr> </tbody> </table>						Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1950	3	650	1,396	1,310	CONC BLOCK	\$44,119	\$69,206				Appendage / Sqft OPEN PORCH FINISHED / 16										Appendage / Sqft BASE / 465										Appendage / Sqft BASE / 195										Appendage / Sqft DETACHED UTILITY UNFINISHED / 70						
Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																																																								
1	SINGLE FAMILY	1950	3	650	1,396	1,310	CONC BLOCK	\$44,119	\$69,206																																																								
			Appendage / Sqft OPEN PORCH FINISHED / 16																																																														
			Appendage / Sqft BASE / 465																																																														
			Appendage / Sqft BASE / 195																																																														
			Appendage / Sqft DETACHED UTILITY UNFINISHED / 70																																																														
EXTRA FEATURE <table border="1"> <thead> <tr> <th>Description</th> <th>Year Blt</th> <th>Units</th> <th>EXFT Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>ALUM CARPORT W/SLAB</td> <td>1989</td> <td>160</td> <td>\$486</td> <td>\$1,040</td> </tr> <tr> <td>CONC UTILITY BLDG</td> <td>1975</td> <td>77</td> <td>\$216</td> <td>\$539</td> </tr> </tbody> </table>						Description	Year Blt	Units	EXFT Value	Est. Cost New	ALUM CARPORT W/SLAB	1989	160	\$486	\$1,040	CONC UTILITY BLDG	1975	77	\$216	\$539																																													
Description	Year Blt	Units	EXFT Value	Est. Cost New																																																													
ALUM CARPORT W/SLAB	1989	160	\$486	\$1,040																																																													
CONC UTILITY BLDG	1975	77	\$216	\$539																																																													
NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																																	

Return To: Seminole County Homeownership Assistance Program
 120 International Parkway, Suite 200
 Henderson, Florida 32706

LandSafeTitle
 Complete Title Services

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
 day of DECEMBER 1997 by and between Jerry and Debra
 Mingo, husband and wife hereinafter referred to as the "Mortgagor" and Seminole County,
 a political subdivision of the State of Florida, whose address is 1101 East First Street,
 Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whoever used herein the terms of "Mortgagor" and "Mortgagee"
 include all parties to this instrument, the heirs, legal representatives
 and assigns of individuals and the successors and assigns of
 corporations, and the term "ante" include in all the ante herein
 described if more than one exists.)

WITNESSETH that for good and valuable consideration, and also in
 consideration of the sum named in the Second Mortgage Note of even date
 herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains,
 sells, alien, premises, covenants and confirms unto the Mortgagee all the certain land of
 which the Mortgagor is now seized and in possession situated in Seminole County,
 Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
 and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
 the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
 seized of said land in fee simple; that the Mortgagee has good right and lawful authority
 to convey said land as aforesaid; that the Mortgagee will make such further assurances
 to perfect the fee simple title to said land in the Mortgagee as may reasonably be
 required; that the Mortgagor hereby full warrants his title to said land and will defend
 the same against the lawful claims of all persons whatsoever; and that said land is free
 land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY
 AND IS EXEMPT FROM PAYMENT OF INTANGIBLE
 PERSONAL PROPERTY TAX AND DOCUMENTARY
 STAMP ENCISE TAX ON DOCUMENTS PURSUANT
 TO SECTIONS 40.51(1) AND 197.10(1)(A),
 FLORIDA STATUTES

This instrument was prepared by:
 AUSTIN RICHMOND, DEBRA FOR
 SHELLEY RICHMOND ASSISTANCE
 PROGRAM - AT THE SEMINOLE COUNTY
 HOMEOWNERS' ASSISTANCE
 PROGRAM, FL 32707

Official Record
 BOOK 1625
 PAGE 3317
 SEMINOLE CO. FL

RECORDED & VERIFIED
 CLERK OF CIRCUIT COURT
 SEMINOLE COUNTY, FL

RECORDED & VERIFIED
 1997 OCT 28 PM 2:02

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to pay all debts, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage so long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS
BOOK
3317 1626
SENNOTT CO. FL

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Three-thousand, Five-hundred dollars and 00/100 (\$3,500.00)** to Mortgagee in full, less any available forgiveness as provided in the reciprocal provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

[Signature]
Print Name: Harry Minon

[Signature]
Print Name: Susan Bricker

Print Name: _____

Print Name: _____

[Signature]
Print Name: Harry Minon

[Signature]
906 Santa Barbara Dr.
Sanford, FL 32773
Print Name: Debra Minon

Print Name: _____

Print Name: _____

OFFICIAL RECORDS
BOOK
3317 1627
SEMINOLE CO. FL

Certified Copy

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 07th day of OCTOBER, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared JERRY E. HILSON
and DEBRA E. HILSON who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced FL. DRIVER LICENSES as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name: Jerry E. Hilson
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS
BOOK
3317 1428
SEMINOLE CO. FL

Seminole County Homeownership Assistance ProgramEXHIBIT "B"
SECOND MORTGAGE NOTEAMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to the Seminole County ("The County"), a political subdivision of the State of Florida, in order, the manner hereinafter specified, the sum of Three-thousand, Five-hundred and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32779, at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the repayment provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

SEMINOLE CO. FL

3317 1629

OFFICIAL RECORDS
BOOK

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
F.L.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON STE
4901 N. W. HWY 1
CASSELBERRY, FL 32723

The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

OFFICIAL RECORDS
BOOK
1317 1630
SEMINOLE CO. FL

Each person liable hereon whether maker or endorser, hereby waives permanent, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, contract shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Harry Rose

Print Name: Susan E. Boudier

Print Name: Susan E. Boudier

Print Name:

Print Name:

Print Name: Jerry Nixon

Print Name: Debra H. Nixon

Print Name: Debra Nixon

Print Name:

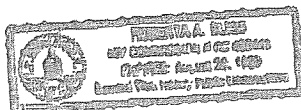
Print Name:

OFFICIAL RECORDS
BOOK
7317 1631
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27th day of OCTOBER, 1997, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JERRY H. NIXON and DEBRA H. NIXON who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced FL. DRIVER'S LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name:

Notary Public

Serial Number

Commission Expires

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 16, SLIDE 24, DREAMHOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 3, PAGES 90 AND 91, OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA.

OFFICIAL PROPERTY
BOOK 3
PAGE 1632
SEMINOLE CO. FL

This is not a certified copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 27, 1996, and recorded in Official Records Book 3179, Pages 1494 through and including 1498, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated December 27, 1996, and recorded in the Official Records Book 3179, Pages 1499 through and including 1501, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 25, 1996 recorded in Official Records Book 3179, Pages 1502 through and including 1504, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1809 Palm Way, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 5, BEL-AIR REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 83 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as:

LOT 5, BEL-AIR REPLAT, A SUBDIVISION OF BLOCK 4 BEL AIR SANFORD, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGES 83 AND 84 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-19-31-503-0000-0050

(the "Property,") were made by **Richard T. Taylor, Sr.** and **Grace Y. Taylor**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their

primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least eight (8) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and County policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

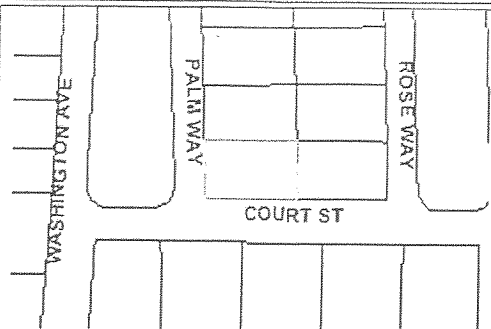

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
2/15/05
Satisfaction-Taylor

DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505																																																																																															
GENERAL Parcel Id: 31-19-31-503-0000-0050 Tax District: S1-SANFORD Owner: TAYLOR RICHARD T SR Exemptions: 00-HOMESTEAD Address: 1809 PALM WAY City, State, Zip Code: SANFORD FL 32771 Property Address: 1809 PALM WAY SANFORD 32771 Subdivision Name: BEL-AIR REPLAT Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$81,648 Depreciated EXFT Value: \$1,050 Land Value (Market): \$15,438 Land Value Ag: \$0 Just/Market Value: \$98,136 Assessed Value (SOH): \$73,648 Exempt Value: \$73,648 Taxable Value: \$0 Tax Estimator																																																																																													
SALES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>12/1996</td> <td>03179</td> <td>1488</td> <td>\$57,500</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	12/1996	03179	1488	\$57,500	Improved	2004 VALUE SUMMARY Tax Value(without SOH): \$0 2004 Tax Bill Amount: \$0 Save Our Homes (SOH) Savings: \$0 2004 Taxable Value: \$0 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																																																																																	
Deed	Date	Book	Page	Amount	Vac/Imp																																																																																										
WARRANTY DEED	12/1996	03179	1488	\$57,500	Improved																																																																																										
LAND <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>FRONT FOOT & DEPTH</td> <td>83</td> <td>125</td> <td>.000</td> <td>200.00</td> <td>\$15,438</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	FRONT FOOT & DEPTH	83	125	.000	200.00	\$15,438	LEGAL DESCRIPTION PLAT LEG LOT 5 BEL-AIR REPLAT PB 9 PG 83																																																																																	
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																																																																																										
FRONT FOOT & DEPTH	83	125	.000	200.00	\$15,438																																																																																										
BUILDING INFORMATION <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Blt</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Heated SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1955</td> <td>6</td> <td>977</td> <td>2,662</td> <td>1,103</td> <td>CONC BLOCK</td> <td>\$81,648</td> <td>\$116,640</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="7">GARAGE FINISHED / 280</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="7">UTILITY FINISHED / 44</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="7">GARAGE FINISHED / 308</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="7">SCREEN PORCH FINISHED / 48</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="7">BASE / 126</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="7">BASE SEMI FINISHED / 207</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td colspan="7">BASE SEMI FINISHED / 672</td> </tr> </tbody> </table>						Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1955	6	977	2,662	1,103	CONC BLOCK	\$81,648	\$116,640		Appendage / Sqft		GARAGE FINISHED / 280								Appendage / Sqft		UTILITY FINISHED / 44								Appendage / Sqft		GARAGE FINISHED / 308								Appendage / Sqft		SCREEN PORCH FINISHED / 48								Appendage / Sqft		BASE / 126								Appendage / Sqft		BASE SEMI FINISHED / 207								Appendage / Sqft		BASE SEMI FINISHED / 672						
Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																																																																																						
1	SINGLE FAMILY	1955	6	977	2,662	1,103	CONC BLOCK	\$81,648	\$116,640																																																																																						
	Appendage / Sqft		GARAGE FINISHED / 280																																																																																												
	Appendage / Sqft		UTILITY FINISHED / 44																																																																																												
	Appendage / Sqft		GARAGE FINISHED / 308																																																																																												
	Appendage / Sqft		SCREEN PORCH FINISHED / 48																																																																																												
	Appendage / Sqft		BASE / 126																																																																																												
	Appendage / Sqft		BASE SEMI FINISHED / 207																																																																																												
	Appendage / Sqft		BASE SEMI FINISHED / 672																																																																																												
EXTRA FEATURE <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Description</th> <th>Year Blt</th> <th>Units</th> <th>EXFT Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>ALUM SCREEN PORCH W/CONC FL</td> <td>1994</td> <td>64</td> <td>\$345</td> <td>\$544</td> </tr> <tr> <td>ALUM PORCH W/CONC FL</td> <td>1994</td> <td>72</td> <td>\$297</td> <td>\$468</td> </tr> <tr> <td>ALUM PORCH W/CONC FL</td> <td>1994</td> <td>99</td> <td>\$408</td> <td>\$644</td> </tr> </tbody> </table>						Description	Year Blt	Units	EXFT Value	Est. Cost New	ALUM SCREEN PORCH W/CONC FL	1994	64	\$345	\$544	ALUM PORCH W/CONC FL	1994	72	\$297	\$468	ALUM PORCH W/CONC FL	1994	99	\$408	\$644																																																																						
Description	Year Blt	Units	EXFT Value	Est. Cost New																																																																																											
ALUM SCREEN PORCH W/CONC FL	1994	64	\$345	\$544																																																																																											
ALUM PORCH W/CONC FL	1994	72	\$297	\$468																																																																																											
ALUM PORCH W/CONC FL	1994	99	\$408	\$644																																																																																											
NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																																																															

331
4450Seminole County Homeownership Assistance Program**Second Mortgage Deed**

RECORDED & VERIFIED

1997 JAN -3 AM 10:35

THIS SECOND MORTGAGE DEED is hereby made and entered into the 27th day of December 1996 by and between Richard T. Taylor Sr., and GRACE Y. TAYLOR, his wife hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

1-2 196-7478

(6 PHMANUALINTRO)

Seminole County, FL 32707

3/1/96

OFFICIAL RECORDS
BOOK 3179
PAGE 1494

407-333-4748

Seminole County Homeownership Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Seminole County Homeownership Assistance Program

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) x ten (10) years, _____ twenty (20) years or _____ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN x TEN (10) YEARS, _____ TWENTY (20) YEARS OR _____ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three thousand dollars dollars (\$ 3,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Richard T. Taylor Sr.
Richard T. Taylor Sr.
1809 Palm Way, Sanford, Florida 32771

Print Name: _____

Print Name: Grace Y. Taylor
Grace Y. Taylor
GRACE Y. TAYLOR

Print Name: _____

Print Name: _____

Print Name: _____

SEMINOLE CO. FL

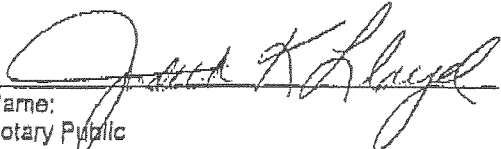
3179 1496

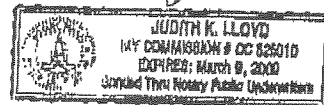
OFFICIAL RECORDS
BOOK PAGE

Seminole County Homeownership Assistance ProgramSTATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27th day of December, 1995
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Richard T. Taylor, Sr.
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced driver's license as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.


Name: _____
Notary Public
Serial Number _____
Commission Expires: _____

OFFICIAL RECORDS
BOOK 3179 PAGE 1497
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program



OFFICIAL RECORDS
BOOK 33
3179 1498
SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 5, BEL-AIR REPIAT, a Subdivision of Block 4,
BEL AIR SANFORD, FLORIDA, according to the Plat thereof,
as recorded in Plat Book 9, Pages 83 and 84, of the Public
Records of Seminole County, Florida

Seminole County Homeownership Assistance Program

SEMINOLE CO. FL

OFFICIAL RECORDS
BOOK 1409
PAGE 79EXHIBIT "B"
SECOND MORTGAGE NOTEAMOUNT: \$3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three thousand dollars (\$3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) X ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

OFFICIAL RECORDS
BOOK
PAGE

2005
JAN 31
1500

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Richard T. Taylor, Sr.
1809 Palm Way, Sanford, FL 32721

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

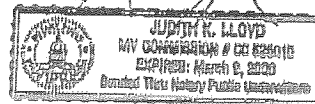
Print Name: _____

STATE OF FLORIDA
 COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27th day of December, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RICHARD T. TAYLOR, SR. and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver's license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid

Name: _____
 Notary Public
 Serial Number _____
 Commission Expires: _____



OFFICIAL RECORDS
 BOOK 3179 PAGE 1501
 SEMINOLE CO. FL

OFFICIAL RECORDS
BOOK

3179 1502

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

SEMINOLE CO. FL

Applicant(s): RICHARD T. TAYLOR SR.Property Address: 1809 Palm WaySanford, Florida 32771

This Agreement is entered into this _____ day of _____, 19____ by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and _____ (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994, and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,000.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

RECORDED & VERIFIED

1997 JAN -3 AM 10:35

MARGARET MC
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

000540

3. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
☒ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
☒ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood Insurance
- h) Executive Order 12372 - not applicable

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

OFFICIAL RECORDS
BOOK 9179 PAGE 1503
SEMINOLE CO. FL

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple the survivor dies, or for a period of X ten (10), twenty (20) or thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS.

Mary Vera Mantares

WITNESSES

Helen Hernandez
Judith K. Lloyd

SEMINOLE COUNTY, FLORIDA

GARY E. KAISER - Acting County Manager

Date:

HOMEBUYER

Richard T. Taylor, Sr.

Grace Y. Taylor

Date:

NOTARY AS TO HOMEBUYER(S):

STATE OF FloridaCOUNTY OF Orange

The foregoing instrument was acknowledged before me this 25th day of NOV 1999 by Richard & Grace Taylor who is personally known to me or who has produced drivers license as identification.

Print Name

Laura S. Robinson

Notary Public in and for the County and State Aforementioned.

My commission expires: _____

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 21, 1997, and recorded in Official Records Book 3204, Pages 1876 through and including 1880, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated February 21, 1997, and recorded in the Official Records Book 3204, Pages 1881 through and including 1883, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 1, 1997 recorded in Official Records Book 3204, Pages 1884 through and including 1886, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 138 Lemon Lane, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 19, LAKE SEARCY SHORES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGES 23, 24 AND 25 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-20-30-503-0000-1190

(the "Property,") were made by **Charles R. Ward**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least seven (7) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman


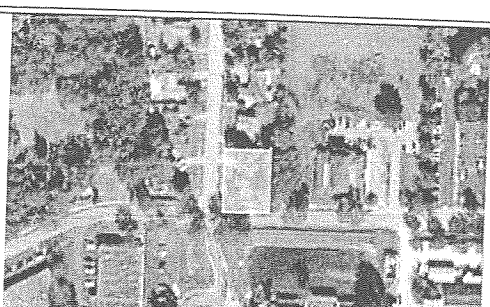
Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
2/11/05
Satisfaction-Charles Ward

DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508																																									
GENERAL Parcel Id: 31-20-30-503-0000-1190 Tax District: L1-LONGWOOD Owner: WARD CHARLES R Exemptions: 00-HOMESTEAD Address: 138 LEMON LN City,State,ZipCode: LONGWOOD FL 32750 Property Address: 138 LEMON LN LONGWOOD 32750 Subdivision Name: LAKE SEARCY SHORES Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$74,630 Depreciated EXFT Value: \$600 Land Value (Market): \$22,000 Land Value Ag: \$0 Just/Market Value: \$97,230 Assessed Value (SOH): \$70,883 Exempt Value: \$25,000 Taxable Value: \$45,883 Tax Estimator																																							
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>02/1997</td> <td>03204</td> <td>1868</td> <td>\$73,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1975</td> <td>01066</td> <td>0053</td> <td>\$29,500</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	02/1997	03204	1868	\$73,500	Improved	WARRANTY DEED	01/1975	01066	0053	\$29,500	Improved	2004 VALUE SUMMARY Tax Value(without SOH): \$1,390 2004 Tax Bill Amount: \$853 Save Our Homes (SOH) Savings: \$537 2004 Taxable Value: \$44,561 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																						
Deed	Date	Book	Page	Amount	Vac/Imp																																				
WARRANTY DEED	02/1997	03204	1868	\$73,500	Improved																																				
WARRANTY DEED	01/1975	01066	0053	\$29,500	Improved																																				
LAND <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>22,000.00</td> <td>\$22,000</td> </tr> </tbody> </table>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	22,000.00	\$22,000	LEGAL DESCRIPTION PLAT LEG LOT 119 LAKE SEARCY SHORES PB 18 PGS 23 24 + 25																												
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																																				
LOT	0	0	1.000	22,000.00	\$22,000																																				
BUILDING INFORMATION <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Blt</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Heated SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1975</td> <td>6</td> <td>1,104</td> <td>1,699</td> <td>1,104</td> <td>CONC BLOCK</td> <td>\$74,630</td> <td>\$85,291</td> </tr> <tr> <td colspan="2"></td> <td colspan="2">Appendage / Sqft</td> <td colspan="6">OPEN PORCH FINISHED / 45</td> </tr> <tr> <td colspan="2"></td> <td colspan="2">Appendage / Sqft</td> <td colspan="6">GARAGE FINISHED / 550</td> </tr> </tbody> </table>		Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1975	6	1,104	1,699	1,104	CONC BLOCK	\$74,630	\$85,291			Appendage / Sqft		OPEN PORCH FINISHED / 45								Appendage / Sqft		GARAGE FINISHED / 550					
Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																																
1	SINGLE FAMILY	1975	6	1,104	1,699	1,104	CONC BLOCK	\$74,630	\$85,291																																
		Appendage / Sqft		OPEN PORCH FINISHED / 45																																					
		Appendage / Sqft		GARAGE FINISHED / 550																																					
EXTRA FEATURE <table border="1"> <thead> <tr> <th>Description</th> <th>Year Blt</th> <th>Units</th> <th>EXFT Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>FIREPLACE</td> <td>1975</td> <td>1</td> <td>\$600</td> <td>\$1,500</td> </tr> </tbody> </table>		Description	Year Blt	Units	EXFT Value	Est. Cost New	FIREPLACE	1975	1	\$600	\$1,500																														
Description	Year Blt	Units	EXFT Value	Est. Cost New																																					
FIREPLACE	1975	1	\$600	\$1,500																																					
NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																									

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

022688

97 MAR -5 AM 10:38

45.
10.00

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
21st day of February 1997 by and between Charles Raymond Ward
hereinafter referred to the 'Mortgagor' and Seminole
County, a political subdivision of the State of Florida, whose address is 1101 East First
Street, Sanford, Florida 32771, hereinafter referred to as the 'Mortgagee.'

Whenever used herein the terms of 'Mortgagor' and 'Mortgagee'
include all parties to this instrument, the heirs, legal representatives
and assigns of individuals and the successors and assigns of
corporations; and the term 'note' include in all the notes herein
described if more than one exists.)

WITNESSETH that for good and valuable consideration, and also in
consideration of the aggregate sum named in the Second Mortgage Note of even date
herewith (\$3,500.00) hereinafter described the Mortgagor hereby grants,
bargains sells, alien, premises, conveys and confirms unto the Mortgagee all the
certain land of which the Mortgagor is now seized and in possession situated in
Seminole County, Florida.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
the Mortgagee, in fee simple

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
seized of said land in fee simple; that the Mortgagor has good right and lawful authority
to convey said land as aforesaid, that the Mortgagor will make such further assurances
to perfect the fee simple title to said land in the Mortgagee as may reasonably be
required; that the Mortgagor hereby fully warrants the title to said land and will defend
the same against the lawful claims of all persons whomsoever; and that said land is
free land clear of all encumbrances except.

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE
COUNTY AND IS EXEMPT FROM PAYMENT
OF INTANGIBLE PERSONAL PROPERTY
TAX AND DOCUMENTARY STAMP EXCISE
TAX ON DOCUMENTS PURSUANT TO
SECTIONS 420.513(1) AND 195.185(1)(d),
FLORIDA STATUTES

This instrument was prepared by
and Return To:
Elsaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
250 South Highway 17-92
Sanford, FL 32707

OFFICIAL RECORDS
BOOK

SEMINOLE CO. FL
2016 1876

RETURN TO FIRST AMERICAN TITLE INSURANCE COMPANY
SANFORD, FLORIDA 32703

218

20 MAR 1997

3:54

OFFICIAL RECORDS
BOOK

3234 1877

SEMINOLE CO. FL



Seminole County Homeownership Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the cash Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein, and of this Second Mortgage. If at any time this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagee hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time to pay all costs, charges, and expenses including attorney's fees and title searches reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiting or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS
BOOK

3204 1878

SEMINOLE CO. FL



Seminole County Homeownership Assistance Program

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) x ten (10) years, _____ twenty (20) years or _____ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR _____ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of three thousand five hundred dollars (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written

Charles Raymond King
Print Name: _____
Charles Raymond King
138 Lemon Ln., Longwood, Florida 32750

Print Name: _____

Witness
Print Name: _____

Print Name: _____

Thomas B. DeCatur
Print Name: _____

Jan DeCatur
Print Name: _____

OFFICIAL RECORDS
BOOK

3204 1879

SEMINOLE CO. FL



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of February, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Charles Raymond Ward
and Eric, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me to have produced DRIVERS License as identification and who did
not take an oath.

Attest my hand and official seal in the County and State last aforesaid.

Sam McCarter

Name _____
Notary Public
Serial Number _____
Commission Expires _____



JAN 1968

OFFICIAL RECORDS
BOOK

3204 1880

Seminole County Homeownership Assistance Program

SEMINOLE CO. FL



This is not a certified copy

EXHIBIT "A"

LEGAL DESCRIPTION

OFFICIAL RECORDS
BOOK

3204 1881

SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three thousand five hundred (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years if used in conjunction with FHA financing, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) X ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to X ten (10), twenty (20), thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the rescapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREINDEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

OFFICIAL RECORDS
BOOK

3204 1882

SEMINOLE CO. FL



Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.195(1)(C), FLORIDA STATUTES

This instrument was prepared by and Return to:
 Elaine L. Barlow, SHIP Program Coord.
 Seminole County Chamber of Commerce
 4590 South Highway 17-92
 Casselberry, FL 32707

LEGALLY SATISFACTORY
FOR MICROFILMING

1. The sale, transfer or refinancing of the subject home and real property within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage
3. The destruction or abandonment of the home or the subject property, by maker or maker's successors
4. Failure to pay applicable property taxes on subject property, and improvements
5. Failure to maintain adequate hazard insurance on subject property and improvements
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date
7. Failure to comply with the terms and conditions of the First Mortgage securing the property

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance provided herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forwaives as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage or real estate (or even date herewith) made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

OFFICIAL RECORDS
BOOK

3204 1883

SEMINOLE CO. FL



Seminole County Homeownership Assistance Program

Each person, liable herein whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure County reserves the right of first refusal on the property

IN WITNESS WHEREOF the said Mortgagee has hereunto signed and sealed these presents the day and year first above written.

Charles Raymond Ward
 Print Name Charles Raymond Ward
138 Lemon Lane, Longwood, Florida 32750

Print Name _____

Print Name _____

Print Name _____

Print Name _____

STATE OF FLORIDA
 COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of February, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments personally appeared Charles Raymond Ward and _____ who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS License as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid



Notary Public
 State of Florida
 Commission Expires _____

LEGIBILITY UNSATISFACTORY
 FOR RECORDING

OFFICIAL RECORDS
OKSEMINOLE COUNTY 3204 1884
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT SEMINOLE CO. FLApplicant(s): CHARLES RAYMOND WARDProperty Address: 138 Lemon LaneLongwood, Florida 32750

This Agreement is entered into this _____ day of _____, 19____ by and between
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street,
Seminole County, Florida 32771 (hereinafter "COUNTY") and
Charles Raymond Ward (hereinafter "HOMEBUYER").

WITNESSETH

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq.) as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by including but not limited to sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by including but not limited to sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce has reviewed the borrower's income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

JK 14207-00
RETURN TO: FIRST AMERICAN TITLE INSURANCE COMPANY
1000 N. GULF BLVD., SUITE 200, TAMPA, FL 33604

OFFICIAL RECORDS
BOOK

3204 1885

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY shall inspect the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☒ Applicable ☐ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
- ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition required pursuant to Federal rules).
- ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/recorded ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
- ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
- ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the work shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

OFFICIAL RECORDS
BOOK3201 on the 1996
SEMINOLE CO. FL

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the leased unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of 1 ten (10), twenty (20) or thirty (30) years, applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal, or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Walter V. [Signature]

SEMINOLE COUNTY, FLORIDA

GARY E. KAISER - Acting County Manager

Date: 2/12/97

WITNESSES AS TO HOMEBUYER(S):

[Signature]
[Signature]
Richard A. [Signature]

HOMEBUYER

[Signature]

Date: 2-1-97

NOTARY AS TO HOMEBUYER(S):
STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 1st day of February, 1997 by Charles Raymond [Signature], who is personally known to me or who has produced as identification.

Catherine K. Cold

Print Name Catherine K. Cold

Notary Public in and for the County and State Aforementioned.

My commission expires: Jan. 27, 2000



CATHERINE K. COLD
My Commission Expires Jan. 27, 2000

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 30, 1996, and recorded in Official Records Book 3081, Pages 0764 through and including 0768, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated May 30, 1996, and recorded in the Official Records Book 3081, Pages 0769 through and including 0772, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated May 2, 1996 recorded in Official Records Book 3081, Pages 0773 through and including 0775, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 839 Crows Bluff Lane, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 105 ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 33, PAGES 33 THROUGH 35 OF THE PUBLIC RECORDS
OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 13-20-30-505-0000-1050

(the "Property,") were made by **Marion A. Russell** and **Elizabeth L. Russell**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least eight (8) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and County policies; and

WHEREAS, the Owners' successors in interest in the Property have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

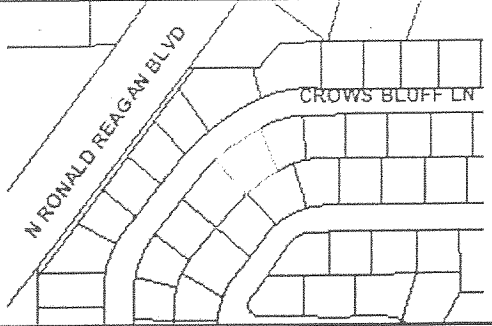
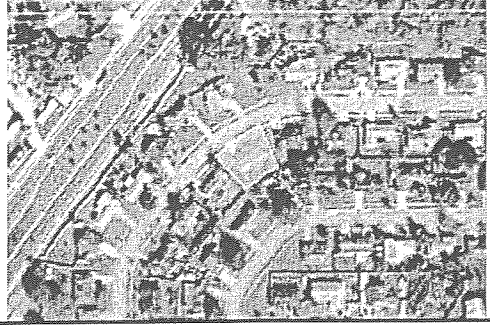
Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
2/15/05
Satisfaction-Russell

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505																																													
GENERAL Parcel Id: 13-20-30-505-0000-1050 Tax District: 01-COUNTY-TX DIST 1 Owner: MCINNIS CURTIS L & Exemptions: Own/Addr: BENDER DAWN L Address: 1 RICHMOND ST APT 1006 City,State,ZipCode: NEW BRUNSWICK NJ 08901 Property Address: 839 CROWS BLUFF LN SANFORD 32773 Subdivision Name: SANFORD PLACE Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$51,139 Depreciated EXFT Value: \$0 Land Value (Market): \$17,000 Land Value Ag: \$0 Just/Market Value: \$68,139 Assessed Value (SOH): \$68,139 Exempt Value: \$0 Taxable Value: \$68,139 Tax Estimator																																											
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>08/2004</td> <td>05429</td> <td>1117</td> <td>\$71,500</td> <td>Improved</td> </tr> <tr> <td>PROBATE RECORDS</td> <td>06/2004</td> <td>05343</td> <td>0586</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1996</td> <td>03081</td> <td>0752</td> <td>\$51,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1993</td> <td>02600</td> <td>1251</td> <td>\$47,300</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/1988</td> <td>01954</td> <td>0218</td> <td>\$48,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1986</td> <td>01730</td> <td>1846</td> <td>\$39,700</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	08/2004	05429	1117	\$71,500	Improved	PROBATE RECORDS	06/2004	05343	0586	\$100	Improved	WARRANTY DEED	05/1996	03081	0752	\$51,500	Improved	WARRANTY DEED	06/1993	02600	1251	\$47,300	Improved	WARRANTY DEED	04/1988	01954	0218	\$48,000	Improved	WARRANTY DEED	05/1986	01730	1846	\$39,700	Improved	2004 VALUE SUMMARY 2004 Tax Bill Amount: \$1,156 2004 Taxable Value: \$68,414 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS	
Deed	Date	Book	Page	Amount	Vac/Imp																																								
WARRANTY DEED	08/2004	05429	1117	\$71,500	Improved																																								
PROBATE RECORDS	06/2004	05343	0586	\$100	Improved																																								
WARRANTY DEED	05/1996	03081	0752	\$51,500	Improved																																								
WARRANTY DEED	06/1993	02600	1251	\$47,300	Improved																																								
WARRANTY DEED	04/1988	01954	0218	\$48,000	Improved																																								
WARRANTY DEED	05/1986	01730	1846	\$39,700	Improved																																								
LAND <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>17,000.00</td> <td>\$17,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	17,000.00	\$17,000	LEGAL DESCRIPTION PLAT LEG LOT 105 SANFORD PLACE PB 33 PGS 33 TO 35																															
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																																								
LOT	0	0	1.000	17,000.00	\$17,000																																								
BUILDING INFORMATION <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Blt</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Heated SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1986</td> <td>3</td> <td>792</td> <td>1,272</td> <td>792</td> <td>SIDING AVG</td> <td>\$51,139</td> <td>\$54,988</td> </tr> </tbody> </table> Appendage / Sqft GARAGE FINISHED / 480										Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1986	3	792	1,272	792	SIDING AVG	\$51,139	\$54,988																
Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																																				
1	SINGLE FAMILY	1986	3	792	1,272	792	SIDING AVG	\$51,139	\$54,988																																				
NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																													

49/6.5

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of May 1996 by and between Marion A Russell and Elizabeth Russell, husband and wife, and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

96 JUN -3 AM 10:10

MARYANNE MORSE
CLERK OF CIRCUIT COURT

848572

28

OFFICIAL RECORDS
BOOK
PAGE
3081 0764
SEMINOLE CO. FLA

Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Ten Thousand and 00/100----- dollars (\$ 10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Mark Wright
Print Name: MARK WRIGHT

Marion A Russell
Print Name: Marion A Russell

Joan Nunes
Print Name: JOAN NUNES

Elizabeth L Russell
Print Name: Elizabeth Russell

Print Name: _____

Print Name: _____

OFFICIAL RECORDS
BOOK PAGE

3081 0766

SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of May, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARION A. RUSSELL and ELIZABETH RUSSELL, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver's license as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

081. 0767

Name: MARK WRIGHT
Notary Public
Serial Number CC 149144
Commission Expires: 03/02/99



MARK WRIGHT
NEW COLLEGE # 0043144 EXPIRES
March 2, 1989
ACROSS FROM THE FBI HEADQUARTERS, WASH.

IL FINANZIARIO

31625



OFFICIAL RECORDS
BOOK PAGE
3081 0768
SEMINOLE CO. FL.

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 185, SANFORD PLACE, according to the plat
thereof as recorded in Plat Book 33, Pages 33 through
35, of the Public Records of Seminole County, Florida



EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars and 00/100--- (\$ 10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10), twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10), twenty (20) or X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Seminole County Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:

Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: MARIE PATRICK

Print Name: JOAN NUNES

Print Name: _____

Print Name: _____

Print Name: Marion A Russell

Print Name: Elizabeth Russell

OFFICIAL RECORDS
BOOK PAGE
3081 0771
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of May, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARION A. RUSSELL and ELIZABETH RUSSELL, who executed the foregoing instrument and who acknowledge before me that ~~they~~ they executed the same and are personally known to me or have produced driver's license as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



MARIE WIGGERT
MY COMMISSION # CC-439144 EXPIRES
March 2, 1999
EMERSON TITLE TRUST FIDELITY INSURANCE, INC.

Name: MARIE WIGGERT
Notary Public
Serial Number CC 439144
Commission Expires: 3/2/99



OFFICIAL RECORDS
BOOK PAGE
3081 0772
SEMINOLE CO. FL.

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 105, SANFORD PLACE, according to the plat
thereof as recorded in Plat Book 33, Pages 33 through
35, of the Public Records of Seminole County, Florida

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Marion A. Russell and Elizabeth L. Russell

Property Address: 839 Crows Bluff Ln.

Sanford, FL 32773

This Agreement is entered into this 2nd day of May, 1996 by and between
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street,
Sanford, Florida, 32771 (hereinafter "COUNTY") and
Marion A. Russell and Elizabeth L. Russell (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 10,000.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

RFP-232

OFFICIAL RECORDS
BOOK
PAGE

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
- ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
- ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
- ☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
- ☒ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

OFFICIAL RECORDS
BOOK PAGE
3981 0776
SEMINOLE CO. FL.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10), twenty (20) or thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary K. Foster

WITNESSES

Quatha Foster
Edith Foster
Deanna Muller
Deanna Muller

SEMINOLE COUNTY, FLORIDA

Ron H. Rabun
RON H. RABUN, County Manager

Date: 5/21/96

HOMEBUYER

Marion A. Russell
Elizabeth L. Russell
Date: 5/2/96

1981
SEMINOLE COUNTY
FL 9775

OFFICIAL RECORDS
BOOK PAGE

NOTARY AS TO HOMEBUYER(S):
STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 2nd day of May 1996 by Marion A. Russell and Elizabeth L. Russell, who is personally known to me or who has produced Florida Driver's License as identification.

William L. Foster

Print Name William L. Foster

Notary Public in and for the County and State Aforementioned.

My commission expires: _____



WILL L. FOSTER
MY COMMISSION # 0030296 EXPIRES
May 25, 1998
ISSUED THRU THE FLORIDA BAR EXCHANGE, INC.